

Fitzpatrick, Annette

From: Conway, Doug
Sent: Wednesday, January 06, 2010 3:28 PM
To: Fitzpatrick, Annette
Subject: FW: Contractor
Annette,

please attached this email to the Emmett Sapp Builder's submittal

thanks

Doug

From: Derrill McAteer [mailto:Derrill@hoganlawfirm.com]
Sent: Wednesday, January 06, 2010 3:03 PM
To: Arnold, Bradley
Cc: Conway, Doug; Tom Hogan
Subject: Contractor

Brad,

The below is language from the AIA 201, adopted by reference into AIA 101 executed contract. A subcontractor is out if a reasonable objection is made by the owner (in this case the County). Doug Conway, and Project Manager and Facilities Director, objected to Electrical Services, Inc. ("ESI") as a subcontractor in writing. Emmett Sapp cannot utilize ESI while this objection is in force. Mr. Conway stated specific reasons for his discomfort with ESI. One never knows how a judge will define the subjective term "reasonable", but Mr. Conway's letter is not vague.

Derrill

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRA/

§ 5.2.1 Unless otherwise stated in the Contract Document, the Contractor shall, as soon as practicable after award of the Contract, shall furnish in writing the names of all persons or entities (including those who are to furnish materials and equipment) proposed for each principal portion of the Work. The Architect shall, after stating whether or not the Owner or the Architect, after consulting with the Owner, has proposed person or entity. Failure of the Owner or Architect to object within a reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed subcontractor if the Architect has made reasonable and timely objection. The Contractor shall not proceed with the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a proposed subcontractor, the Contractor shall propose another to whom the Owner or Architect has not objected. If the rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum shall be increased or decreased by the difference, if any, between the original Contract Sum and the substitute Contract Sum. The Contract Time shall be allowed for such change in submitting names as required.

Derrill L. McAteer, Esq.



We mean business
Post Office Box 485
Brooksville, Florida 34605
(352) 799-8423 Telephone
(352) 799-8294 Facsimile
derrill@hoganlawfirm.com

1/6/2010

NOTICE: This Email (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, is confidential and may be privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error, then delete it. Thank you.

IRS Circular 230 Disclosure. To the extent this email contains federal tax advice, such advice was not intended to be used, and cannot be used by any taxpayer, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

1/6/2010